



GRANT AGREEMENT (EDUCATION)

WHEREAS, Section 55-5-80 of the 1976 *Code of Laws of South Carolina* (the “Code”) mandates that the **South Carolina Aeronautics Commission** (“Aeronautics”) shall assist in the development of aviation within the state for the purpose of safeguarding the interest of those engaged in all phases of the of the industry and of the general public in promoting aeronautics; and

WHEREAS, the _____ has proposed to provide certain aviation-related support services within the State of South Carolina that will foster Aeronautics’ ability to comply with the mandate set forth in Section 55-5-80; and

NOW, THEREFORE, and in accordance with these provisions, Aeronautics does commit and grant to the _____ (hereinafter the “Grantee”) for the Project identified in **Section 2** below, the sum in dollars set forth in **Section 3** below. The acceptance of the Agreement creates a contract between Aeronautics and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the Project Application submitted by the Grantee to Aeronautics along with any attachments thereto.
- (c) Aeronautics means the South Carolina Aeronautics Commission.
- (d) Grant means the dollars committed by Aeronautics to the Grantee for the Project.
- (e) Grantee means the _____.
- (f) Project means the project identified in **Section 2** herein and described in the associated Application.
- (g) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: The Project consists of assisting the _____ with the development of: _____ . The Project is included by reference as **Project No. XX-XXX**.

Section 3: AWARD AMOUNT: Aeronautics hereby commits an amount not to exceed _____ **dollars and No / cents (\$____,____.00)** to be used only for the Project and related costs, as described in the Application. Eligible costs that can be paid from the Grant shall include only those costs expressly set forth in the Application. The Grantee must obtain from Aeronautics written notice to proceed prior to incurring costs against the Grant. If the Grantee needs to incur expenses prior to Aeronautics' notification to proceed, the Grantee must submit a written request to Aeronautics and obtain prior written approval from Aeronautics. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment with Grant funds.

Section 4: AMENDMENTS: Any changes in the scope of work of the Project including cost increases, must be submitted in writing by the Grantee to Aeronautics as a request for an award adjustment, and such request must clearly identify the need for the change or relief. Any adjustment granted by Aeronautics shall be appended to this Agreement as an amendment.

Section 5: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, Aeronautics shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed.

Section 6: FUNDING OVERRUNS / UNDERRUNS: Except for relief granted under Section 4, the Grantee agrees that it will return surplus Grant funds that result from project cost under runs, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of Aeronautics or the State to provide funds for the cost overruns.

Section 7: CONFIDENTIAL INFORMATION: Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which Aeronautics requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of Aeronautics.

Section 8: DISCRIMINATION: The Grantee shall not, and shall not impose any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that

applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 9: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed State or Federal Official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Section 10: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance and Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission for the purpose of obtaining Aeronautics' approval of the Application, or Aeronautics' approval of Applications for additional assistance or Grant funds, or any other approval or concurrence of Aeronautics required under this Agreement. However, the payment from Grant funds of reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

Section 11: MAINTENANCE OF RECORDS: The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but not less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by Aeronautics of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 12: MBE OBLIGATION: The Grantee agrees to ensure that minority business enterprises, as identified in Article 21, Sections 11-35-5010 through 11-35-5270 of the Code, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds provided under this Agreement. In this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Grantee and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

Section 13: PROJECT COMPLETION: The Grantee must complete the Project within twenty-four (24) months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to Aeronautics of Grant funds expended and issuance by Aeronautics of a notification in writing of the closure of the Grant. Aeronautics may grant extensions to this completion period requirement at its discretion.

Section 14: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, Aeronautics may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any

Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 15: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 16: SOURCE OF FUNDS: Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable from the State Aviation Fund established pursuant to Section 55-5-280 of the Code. In the event the balance of the State Aviation Fund is at any time during the term of this Grant insufficient to satisfy Aeronautics' obligations hereunder for any fiscal year, this Agreement shall terminate without further obligation of Aeronautics. In such event, Aeronautics shall certify to the Grantee the fact that sufficient funds have not been made available to Aeronautics to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 17: COPYRIGHT: No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. Aeronautics shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant.

Section 18: TERMS AND CONDITIONS: Aeronautics reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing Aeronautics and any other agency of the state.

Section 19: REPORTING REQUIREMENTS: The grantee agrees to provide close-out reports documenting the satisfactory completion of each activity included within the scope of the Project. The Grantee further agrees to complete and submit all reports, in such form and according to such schedule as may be required by Aeronautics.

Section 20: LIABILITY AND INDEMNIFICATION: The Grantee understands and warrants that it will defend Aeronautics against any liability arising from the Project, the Grant or this Agreement and that Aeronautics accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount shown in Section 3, insofar as such funds are expended in accordance with the terms and conditions of this Agreement.

Section 21: PAYMENT: The Grantee must submit to Aeronautics a certified request for payment for work that is documented by the Grantee. Aeronautics, upon its approval of the request for payment, shall forward such requests to the Finance Department of the State Budget

& Control Board. Payments are issued from the Comptroller General's Office. Payment requests should be submitted to Aeronautics no more than once a month.

The Grantee will certify, to the best of its knowledge, information and belief, that the work on the Project for which reimbursement is requested has been completed in accordance with the terms and conditions of this Agreement, and that the payment request is due and payable from Grant funds.

All requests for payment must be certified as valid expenditures by an official representative of the Grantee. Invoices and canceled checks supporting the Grantee's request for reimbursement from Grant funds must be kept on file and be available for inspection at any time.

Section 22: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement that has been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date of Award.

Gary Siegfried, PE
Executive Director,
South Carolina Aeronautics Commission

Date of Award

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Printed Name and Title of Authorized Official